

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MICHIGAN**

In re: SENAD PASIC

Case No. 20-00888
Chapter 13
Judge DALES

Debtor.
_____ /

FIRST PRE-CONFIRMATION PLAN AMENDMENT

NOW COMES the Debtor by and through his counsel and hereby proposes the first pre-confirmation plan amendment.

1. Debtor filed his original Chapter 13 Plan on March 2, 2020 [Dkt. No. 2].
2. The original plan proposed a plan payment of \$560.00 per month. This plan amendment seeks to decrease the plan payment to \$250 per month.
3. The original plan proposed to assume the executory contracts and unexpired leases with Sweet Express, LLC, GM Expedite LLC, and TSK Express. This plan amendment seeks to reject executory contracts and unexpired leases with the aforementioned creditors.
4. The original plan proposed direct payment by Debtor on a number of secured loans for trailers. This amendment seeks to surrender all trailers to the applicable creditors.
5. The original plan proposed a base to the general unsecured creditor class in the amount of \$20,000.00. This plan amendment seeks to lower the proposed base to \$4,500.00.
6. The following are the provisions that differ from the original plan:

II. FUNDING

A. PLAN PAYMENT The Debtor(s) shall make payments in the amount of \$ 250.00 per ☐ week, ☐ bi-weekly, ☐ semi-monthly, ☒ month for the minimum of the ACP, subject to changes as set forth in paragraph II.B or II.C, below, or until further order of the Court.

B. ☐ FUTURE PLAN PAYMENT INCREASES.

The Debtor(s) shall increase payments by \$ _____ per week, bi-weekly, semi-monthly, monthly effective _____ due to _____.

The Debtor(s) shall increase payments by \$ _____ per week, bi-weekly, semi-monthly, monthly effective _____ due to _____.

III. DISBURSEMENTS

C. SECURED CLAIMS.

4. Collateral to Be Surrendered/Executory Contracts to Be Rejected: The property listed below is surrendered to the creditor, and the executory contracts/unexpired leases are rejected:

Creditor	Property/Contract Description
BMO Harris Bank NA	2018 Wabash trailer VIN ending in 0184
BMO Harris Bank NA	2019 Wabash trailer VIN ending in 2430
BMO Harris Bank NA	2019 Wabash trailer VIN ending in 2431
BMO Harris Bank NA	2018 Wabash trailer VIN ending in 0196
Chemical Bank	2019 Chevrolet Silverado
ENGs Commercial Finance Co.	2018 Volvo VNL64T Tractor
GM Expedite LLC (payor leasing collateral from Debtor)	2019 Wabash trailer, VIN ending in 2430 Month-to-month lease
Sweet Express, LLC	2019 Hyundai trailer VIN ending in 7040
Sweet Express, LLC	2019 Hyundai trailer VIN ending in 7031
TSK Express (payor leasing collateral from Debtor)	(1) 2018 Wabash trailer VIN ending in 0196 (2) 2018 Wabash trailer VIN ending in 0184 (3) 2019 Wabash trailer VIN ending in 2431 (4) 2019 Wabash trailer VIN ending in 0135 (5) 2019 Wabash trailer VIN ending in 0136 (6) 2019 Hyundai VIN ending in 7040; and (7) 2019 Hyundai VIN ending in 7031. Month-month lease
Wabash National Financial Serv	2019 Wabash trailer VIN ending in 0135
Wabash National Financial Serv	2019 Wabash trailer VIN ending in 0136

The automatic stay shall be terminated upon entry of the confirmation order and any deficiency claim or claim arising from rejection shall be treated as a general unsecured claim, subject to paragraph IV.G. Any co-debtor stay shall also be terminated upon entry of the confirmation order, absent a clear statement to the contrary in paragraph IV.R.

D. ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES. The following executory contracts and/or unexpired leases, including land contract(s), are assumed:

Non-Debtor Party's Address & Account No. (indicate payee or payor)	Property Description	Monthly Payment Amount	No. of Months Remaining	Cure Amount
GM Expedite LLC (payor)	2016 Volvo 780	Debtor receives \$2,300.00 per month	month-to-month	0.00

E. DIRECT PAYMENT BY THE DEBTOR(S) OF THE FOLLOWING DEBTS. All claims shall be paid by the Trustee unless listed herein:

Creditor, Address & Account No.	Collateral/Obligation	Balance Owning	Interest Rate
BMO Harris Bank NA, PO Box 71951, Chicago, IL 60694-1951, *4321	2016 Volvo 780 \$2,327.88 per month	54,143.29	18%
Chemical Bank, PO Box 1527, Midland, MI 48641	Residence: 4664 Springmont Dr. SE, Kentwood, MI 49512 \$1,384.46 per month	122,450.90	3.875%
Nissan Motor Acceptance Corp., PO Box 740849, Cincinnati, OH 45274, *30001	2017 Nissan Murano \$627.98 per month	26,318.98	0.00%
Mercedes-Benz Financial Service, PO Box 5209, Carol Stream, 60197-5209, *6001	2015 Mercedes-Benz C300 paid by debtor's son \$576.76 per month	14,455.38	1.99%
Nissan Motor Acceptance Corp., PO Box 740849, Cincinnati, OH 45274, *50001	2014 Nissan Maxima paid by debtor's son \$300.66 per month	4,417.46	5.31%
ENGs Commercial Finance Co., One Pierce Place, Suite 1100 W, Itasca, IL 60143	2011 Volvo 780 \$1,049.00 per month	19,232.95	8.46

F. UNSECURED CREDITORS.

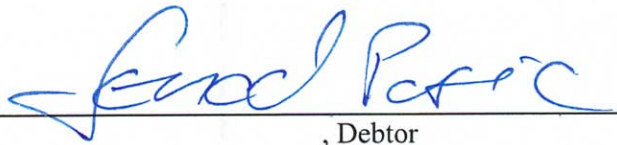
General Unsecured Creditors: Claims in this class are paid from funds available after payment to all other classes. The allowed claims of general unsecured creditors will be satisfied by:

☐ Payment of a dividend of 100%, plus present value of ____% interest, if necessary to satisfy 11 U.S.C. § 1325(a)(4), **OR**

☒ Payment of a pro-rata share of a fixed amount of **\$4,500.00** or payment from all disposable income to be received by the Debtor(s) in the ACP, whichever pays more. This fixed amount shall be reduced by additional administrative expenses including attorney fees approved under 11 U.S.C. § 330(a). However, this fixed amount shall not be reduced below the liquidation value specified in paragraph I.B.2

Date: May 15, 2020

/s/ Senad Pasic
Senad Pasic



, Debtor

Date: May 15, 2020

/s/ Ryan Beach

Ryan F. Beach (P71022)
The Law Offices of Ryan F. Beach, PLLC
1550 E. Beltline Ave. SE, Suite 300
Grand Rapids, MI 49506
(616) 389-0629
rfbeachlaw@gmail.com

, Counsel for the Debtor(s)